



May 9, 2022

177 North Church Avenue, Suite 1000

Tucson, Arizona 85701

p 520.495.4065

[www.dibblecorp.com](http://www.dibblecorp.com)

Phoenix-Tucson-Goodyear-Denver-Mesa

Damon Ballesteros  
Sr. Program Manager  
Tucson Unified School District  
Project Management  
2044 E. 15th Street  
Tucson, Arizona 85719

**RE: Pistor MS Parking Lot  
Survey and Civil Engineering Services Proposal**

Damon,

Thank you for the opportunity to submit this proposal to provide survey and civil engineering services. This proposal has been prepared based on our understanding of the project. We look forward to partnering with your team for another successful project.

**PROJECT UNDERSTANDING:**

Tucson Unified School District (TUSD) is proposing to mill and overlay the main parking lot at Pistor Middle School. As part of the repaving a portion of the parking lot will be re-graded to provide positive drainage. A water harvesting basin adjacent to the parking lot to accommodate pavement drainage may be included in the design concept and prior to final design plans. No configuration re-design or layout modifications will be made to the parking lot.

Dibble will utilize local teaming partner, Bowman formerly known as Perry Engineering, to provide the survey for the project. They will establish project control, locate all site culture and utilities, and provide 1 - foot contours. The survey proposal is included at the end of this proposal. Dibble will also utilize local teaming partner, SAECO, to provide a geotechnical investigation for the parking lot.

The construction document phase of this project will consist of the civil design elements required for the proposed improvements. This will include site grading, horizontal control, and details. No new drainage study or report will be conducted. Dibble will utilize Civil3D software to review and maintain overall existing drainage patterns based on the site survey unless otherwise determined during design. Existing drainage facilities are to remain in place unless otherwise directed by TUSD. No new or modified utility services are included in this scope of work.

ADEQ/PDEQ permitting is not anticipated and is not included within this scope of work.

SWPPP is not included within this scope of work.

Potholing is not included within this scope of work

**CONDITIONS:**

- TUSD will provide project as-builts and existing site CAD files
- Submittals will be made via pdf documents and printing if required will be reimbursed at cost to Dibble
- Submittal and review fees will be paid by Owner (if required)
- Permitting fees will be paid by the Owner (if required)

## **DESIGN STANDARDS/PERMITTING AGENCY**

- Site improvements will conform to TUSD/City of Tucson/Pima County/PAG design standards
- No on-site permitting outside of TUSD staff will be required
- No DEQ permitting is included in this proposal

## **SCHEDULE:**

- Dibble Engineering is prepared to begin immediately and will conform to the project schedule as stipulated by the Owner

## **SCOPE OF SERVICES:**

### **1.0 Data Gathering & Basemapping**

Dibble Engineering will prepare project base files for design

- Site visit with TUSD staff
- Research existing utilities within project area (submit bluestake for design)
- Create utility base files for project design
- Coordination with TUSD staff / Estimating one (1) project meeting during this phase

### **2.0 Construction Documents**

Dibble Engineering will prepare construction documents including:

- Provide one (1) concept to improve parking lot drainage
- Prepare and finalize plans including site demolition plan, civil site plan, grading plan, and details
- Prepare and finalize design of horizontal control and vertical design & control of the site elements
- Coordination with TUSD staff / Estimating one (1) project meeting during this phase

### **3.0 Survey Services**

Dibble Engineering will coordinate the project survey and basemapping needs including:

- Coordinate with survey sub-consultant, Bowman
- Prepare design ready AutoCAD base file including existing utilities and existing site features based on available utility as-built drawings as well as conventional topographic survey
- Survey sub-consultant, Bowman, will perform project survey (refer to separate survey scope and fee included in this proposal). Limits of survey per the attached exhibit.

### **4.0 Geotechnical Services**

Dibble Engineering will coordinate the project geotechnical needs including:

- Coordinate with survey sub-consultant, SAECO
- Geotechnical sub-consultant, SAECO, will perform geotech investigations (refer to separate geotech scope and fee included in this proposal).

## **EXCLUSIONS:**

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Cost of permits or fees
- Traffic study/Traffic impact analysis/Signal design/Roadway signing & striping design
- Environmental investigations
- Pavement section design & percolation tests
- Drainage report and/or study (existing drainage conditions will be maintained)
- Floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, natural gas design, structural design including walls, landscaping and irrigation design
- As-built survey / Record document preparation
- Construction period services

**FEES:**

1.0	Data Gathering & Basemapping (Dibble)	\$5,794
2.0	Construction Documents (Dibble)	\$11,794
3.0	Survey Services (Bowman)	\$2,400
4.0	Geotechnical Investigation (SAECO)	<u>\$2,980</u>
<b>Project Total</b>		<b>\$22,968</b>

**DIBBLE STANDARD BILLING RATES**

Project Manager	200.00
QA/QC Manager	195.00
Project Engineer (PE)	170.00
Assistant Project Engineer (EIT)	138.00
Designer	125.00
Administrative Assistant	85.00

**ADDITIONAL SERVICES:**

If the Consultant/Engineer is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner for any reason beyond the Consultant's/Engineer's control, they are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended. Additional services must be approved by the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the survey and civil engineering services that are complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within thirty days.

If you have any questions, please feel free to call us at (520) 495-4065.

Sincerely,  
Dibble Engineering



Gregory D. Vega, PE  
Vice President, Land Development

If this proposal including the attached back-up documents is acceptable, please so indicate by signing and dating below. The return of this signed document shall serve as our notice to proceed with this project.

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Name (Print), Title

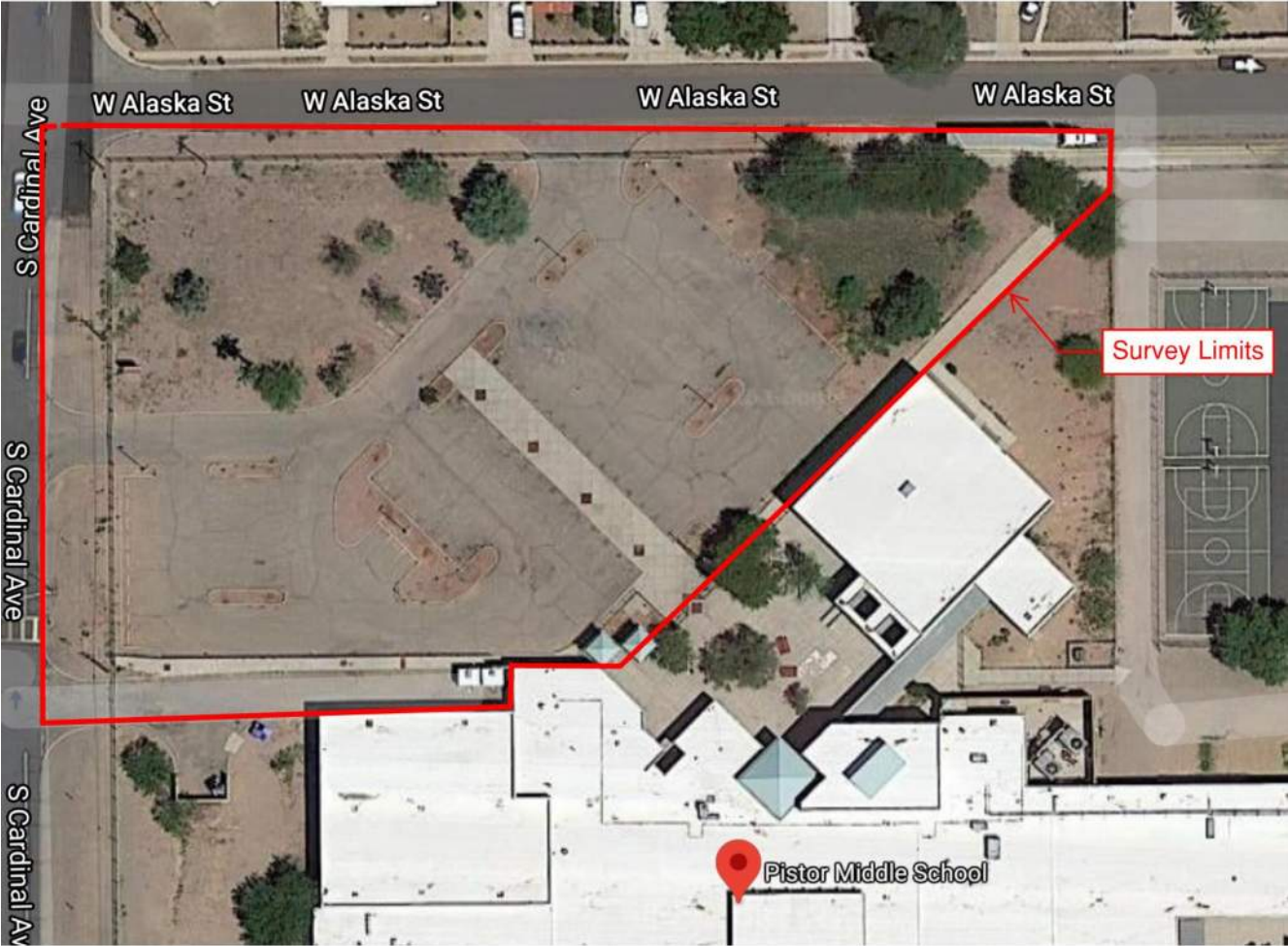
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Signature  
TUSD Authorization

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Date

Proposed survey limits:





Apr 13, 2022

Greg Vega  
Vice President  
Dibble Engineering  
177 N. Church Ave. Suite 1000  
Tucson, AZ 85701  
greg.vega@dibblecorp.com

<b>Re:</b>	<b>Pistor Middle School Parking Lot</b> (the "Project") S. Cardinal Ave. & W. Alaska St. Tucson, Pima County, Arizona, 85701 Proposal to provide Topographic Survey Services (the "Proposal") Proposal No. 2022-067
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Dear Mr. Vega:

We are pleased to submit this Proposal to provide Topographic Survey services for the following type of project:

GOVERNMENT - Government - Municipal

Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and Dibble Engineering (the "Client").

### **Proposal Assumptions and Project Understanding**

It is our understanding that Bowman will provide Topographic Survey services for Pistor Middle School Parking Lot in Pima County, Arizona. Bowman will perform a topographic survey of Pistor Middle School parking lot..

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

## **SCOPE OF SERVICES AND FEES**

The scope of services (the "Scope") and associated fees shall be as follows:

### **1. Topo Field Run/Existing Conditions Survey (SC-14)**

Pistor Middle School Parking Lot – Pima County Assessor Parcel No. 137-12-055A, located at S. Cardinal Ave. and W. Alaska St. in Tucson, AZ. Our survey crew will then collect the field data for the underground and above ground utilities, perform a topographic survey of the existing site features in the area as specified using GPS ground shots. Bowman will locate horizontally and vertically, edge of pavement, curbs, fences or walls, grade breaks, and other site items of significance in the area as specified in a map received from Greg Vega. Bowman will then create a results of survey map and create an AutoCAD base with 1-foot contours for design purposes.

# Bowman

**FEE: \$2,400 Lump Sum**

Task	Description (SC)	Total	Fee Type
1	Topo Field Run/Existing Conditions Survey (SC-14)	\$2,400.00	Lump Sum

**Total Estimated Fees      \$2,400.00**

## EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Construction Staking
- Drone Services
- Preparation of Lot Split Map
- Legal Descriptions
- Items not specifically delineated in Scope.

## CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission.

## OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to Dibble Engineering.

Sincerely,

**BOWMAN CONSULTING GROUP LTD.**



Andrew Clark  
Project Manager, Survey



**Dibble Engineering** hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by Dibble Engineering to so execute this Proposal.

**Dibble Engineering**

By:

Title:

Date:



## BOWMAN CONSULTING GROUP LTD.

### SCHEDULE B - HOURLY RATE

January 2022

#### ENGINEERING

#### STANDARD RATE

Principal	\$250.00/HR
Department Executive	\$210.00/HR
Senior Project Manager	\$200.00/HR
Project Manager	\$165.00/HR
Assistant Project Manager	\$145.00/HR
Project Coordinator	\$115.00/HR
Engineer III	\$160.00/HR
Engineer II	\$135.00/HR
Engineer I	\$125.00/HR
Planner III	\$180.00/HR
Planner II	\$120.00/HR
Planner I	\$100.00/HR
Designer III	\$150.00/HR
Designer II	\$135.00/HR
Designer I	\$110.00/HR
CADD Drafter III	\$110.00/HR
CADD Drafter II	\$ 95.00/HR
CADD Drafter I	\$ 85.00/HR
Right of Way Specialist III	\$140.00/HR
Right of Way Specialist II	\$123.00/HR
Right of Way Specialist I	\$106.00/HR
Administrative Assistant	\$ 85.00/HR

#### SURVEY

#### STANDARD RATE

Principal	\$250.00/HR
Senior Surveyor	\$170.00/HR
Project Manager	\$165.00/HR
Assistant Project Manager	\$145.00/HR
Survey Technician III	\$120.00/HR
Survey Technician II	\$110.00/HR
Survey Technician I	\$ 98.00/HR
Survey Field Crew – 1 Man	\$130.00/HR
Survey Field Crew – 2 Man	\$160.00/HR
Survey Field Crew – 3 Man	\$195.00/HR
Project Surveyor	\$150.00/HR
3D Scanning Crew	\$245.00/HR
Survey Field Technician	\$ 75.00/HR
3D/UAV Modeling Technician	\$140.00/HR
UAV Operation	\$245.00/HR
Machine Control Technician	\$245.00/HR
Administrative Professional	\$ 85.00/HR

Initials: Bowman *A.C.* / Client





**BOWMAN CONSULTING GROUP LTD.**  
**SCHEDULE C - REQUEST FOR INFORMATION**

**Accounts Payable Contact:**

Point of Contact:

Phone:

Fax:

E-Mail:

**Billing Information:**

Billing Entity:

Billing Address: ☐ Same as Proposal

☐ If Different, Please Provide:

**Billing Requirements:**

Invoice Due Date:

Requirements/Attachments:

Invoices Transmitted Via Electronic Mail to:

Offer ACH Direct Deposit: ☐ Yes, Contact:

☐ Not Sure, Contact Our Office

☐ Not At This Time

Initials: Bowman *A.C.* / Client



## **BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS**

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **Dibble Engineering** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

**1. Scope of Services.** Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

**2. Standard of Care.** The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

**3. Payment Terms.** Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

**4. Retainer and Other Payments.** Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

**5. Client Duties and Responsibilities.** Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information.

# Bowman

supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

**6. Insurance.** Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

**7. Potential Liability of Bowman.** The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

**8. Certificate of Merit.** In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

**9. Conflict Resolution and Applicable Law.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not



successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

#### **10. Ownership of Documents and Other Rights of Bowman.**

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

**11. Modification.** From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

**12. Exclusions from Scope.** By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

#### **13. Limits of Scope.**

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and



documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) **Building Plan Coordination.** If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

**14. Fees by Hourly Rate Schedule.** If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

**15. Covenants Benefiting Third-Parties.** Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

**16. Assignment.** This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

**17. Termination.** Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

**18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

**19. Notices.** Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight



delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.  
12355 Sunrise Valley Drive, Suite 520  
Reston, Virginia 20191  
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

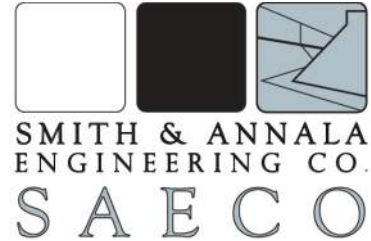
Initials: Bowman      *A.C.* / Client



April 15, 2022

Attention: Greg Vega, PE  
Vice President

Dibble Engineering  
177 N. Church Avenue  
Suite 1000  
Tucson, Arizona 85701  
greg.vega@dibblecorp.com  
(520) 495-4065



Subject: Proposal for Geotechnical Engineering Services  
Pistor Middle School Parking Lot  
5455 S. Cardinal Avenue  
Tucson, Arizona  
SAECO Proposal No. PG29.22.025, Revision 0

Smith & Annala Engineering Co. (SAECO) is pleased to submit this proposal to Dibble Engineering to provide geotechnical engineering services in support of the Pistor Middle School parking lot improvements project in Tucson, Arizona.

## **1.0 PROJECT DESCRIPTION**

Based on e-mail correspondence and phone call between Jay Alexander, PE of SAECO and Greg Vega, PE, of Dibble, we understand an existing asphalt parking lot will be repaved. The parking lot covers about 1 acre and is used for staff and visitor parking. Storm water ponds in a 600- to 800-square-foot low-spot in the parking lot, the pavement has failed in this area. The parking lot also contains canopy mounted solar collectors.

## **2.0 SCOPE OF SERVICES**

SAECO's scope of services will consist of the following major task items:

- Notify Arizona 811 of our intention to drill at the site so publicly owned underground utilities can be identified and marked.
- Subcontract with an underground utility locator to identify and mark any privately (TUSD) owned underground utilities
- Coordinate the schedule of our field activities with TUSD and Pistor Middle School to minimize or avoid disruptions to education activities.
- Perform geotechnical borings using 3- to 4-inch (ID) diameter hollow stem auger
- Provide geotechnical laboratory testing of samples obtained from the subsurface investigations.
- Prepare a log of the explorations.

- Perform geotechnical analysis and construction recommendations for the project.
- General project administration, such as subcontractor coordination.

## **2.1 Subsurface Geotechnical Investigation**

We will attempt to determine the subsurface geotechnical engineering characteristics by performing soil borings, field penetration testing, and laboratory testing of various samples collected from the explorations. We anticipate performing 2 explorations, one to 5 feet and one to 10 feet. The deep boring will be performed at the low spot in the parking lot.

Geotechnical borings will be performed using hollow stem auger. During boring advancement bulk samples will be collected from auger cuttings, and driven samples will be taken at various intervals.

We do not anticipate encountering groundwater during this investigation, but if observed, we will note the depth relative to ground surface: first encountered during exploration advancement, and at the time the boring is terminated. This scope of work does not include long-term groundwater level monitoring. If we encounter groundwater during our investigation, we will contact you prior to site demobilization to discuss the conditions encountered, and options available for long-term monitoring of groundwater conditions.

Samples collected during drilling operations will be visually classified in general accordance with the Unified Soil Classification System (USCS) and will then be appropriately packaged for transport to our laboratory in Tucson, Arizona.

The locations where explorations are performed will be estimated using a tape measure or pacing and estimating bearings from features shown on client provided site plans and publicly available aerial photography. If more precise locating of the explorations is required, we recommend all exploration locations be staked in the field and we may also request that additional coordination be provided to assist us in identifying the field locations. Depending on existing site conditions borings may be offset to avoid conflicts with underground or overhead utilities, limited access to equipment, or other conditions based on our engineering judgment or other safety considerations.

We anticipate, that once we receive notice to proceed, the site will be open and accessible to truck mounted equipment. If this is not the case additional fees may be required for delays or additional mobilization.

The explorations will be backfilled immediately upon completion with cuttings derived from the auger advancement or spoil generated from the excavation. Asphalt pavements will be patched using bagged-asphalt repair mix. Any excess material will be spread on-site. This scope of work does not provide for any other site restoration. Some ground surface and vegetation disturbance may be required to provide vehicle access. If there are concerns about potential site disturbance from our activities these should be discussed prior to the beginning of our field activities.



## 2.2 Laboratory Testing

Selected samples collected from our field investigation will be tested for the following:

- Moisture Content of Soil
- Grain-Size (Sieve) Analyses of Soil
- Moisture-Density Relationship
- In-Situ Dry Densities of Soil
- Atterberg Limits of Soil
- Remolded Swell

Unless other arrangements are made, any samples that remain after testing will be stored in our laboratory for six months after the date the report is issued and will then be disposed of.

## 2.3 Geotechnical Evaluation

We anticipate the evaluation will include, but not be limited to considering the following:

- Geotechnical Related Site Conditions
  - Current Site Conditions
  - Existing Pavement
  - Subsurface Conditions
- Geotechnical and Earthwork Recommendations
  - Site Preparation
  - Fill Materials
  - Compaction
  - Workability
  - Excavation Conditions
  - Pavement Sections

## 3.0 DELIVERABLES

One electronic report, in the form of technical memorandum, will be issued providing our findings, conclusions and recommendations with supporting figures and diagrams. The report will be sealed by a professional engineer, licensed in the State of Arizona.

## 4.0 SCHEDULE

SAECO will work within the requirements of Dibble's and TUSD's schedule. The start of the field investigation will typically be contingent upon receipt of all necessary utility clearance and site access as well as the availability of the drilling subcontractor; this can usually be scheduled to start the same week utility clearance is obtained. The field investigation will likely take less than one day to complete. Our field work will be performed during our business hours which are typically between 6 a.m. to 5 p.m., Monday through Friday, (excluding major holidays). Special arrangements can be made to perform our work outside of these days and hours, but additional fees may be incurred. Geotechnical analysis and reporting will occur coincident with laboratory testing. The final report will be issued within 14 working days from the completion of field exploration program.

## 5.0 ENGINEERING FEES AND AUTHORIZATION

SAECO has developed a lump sum fee of \$2,980.00 to complete this work. Our estimated cost for each task is provided as follows:

Item	Staff Classification	Rate	Estimated Hours	Estimated Cost
Project Layout and Notify Arizona 811	Professional Staff	\$ 95.00	2	\$ 190.00
Private Locating	Subcontractor	--	--	\$ 350.00
Field Engineering	Professional Staff	\$ 95.00	4	\$ 380.00
Drill Rig and Crew	Subcontractor	--	--	\$ 650.00
Laboratory Testing	Laboratory Technician	\$ 65.00	9	\$ 585.00
Reporting and Administration	Project Manager	\$ 165.00	5	\$ 825.00
<b>Total</b>				<b>\$2,980.00</b>

SAECO appreciates the opportunity to provide a proposal for these services. We look forward to working with you on this project. Our Terms and Conditions are an important part of these services and are attached for your review. To execute this agreement please sign below and return.

Sincerely,



Bryan W. Reed, PE  
Senior Geotechnical Engineer  
bwreed@saecosafe.com  
520-240-9314

Work Authorized by:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: Terms and Conditions

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is entered into as of **April 15, 2022** (the "Effective Date"), by and between **Smith & Annala Engineering Co., SAECO**, ("Consultant") and **Dibble Engineering**("Company") each together sometimes referred to as the "Parties" and/or individually as a "Party".

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Engagement. The Company hereby retains Consultant to provide the services described in **Proposal No. PG29.22.025, Revision 0**. Consultant shall devote reasonable time and his reasonable best efforts, skill and attention to the performance of such consulting services.
2. Term of Engagement. This Agreement shall commence as of the Effective Date and, unless terminated as set forth in Section 8, continue through the completion of the work which should not be longer than 90 days. The term of this Agreement as in effect from time to time shall be referred to as the "Term."
3. Compensation. During the Term of this Agreement, as compensation for all services rendered by the Consultant, the Company shall pay fees to the Consultant in accordance with the **Proposal No. PG29.22.025, Revision 0**.
4. Taxes. Consultant shall be responsible for payment of all taxes arising out of Consultant's activities in accordance with this Agreement.
5. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Except as otherwise provided herein, in the event of termination, Consultant shall be entitled to compensation until the expiration of the stated notice period. Notwithstanding the foregoing, in the event of a violation by Consultant of any term or condition, express or implied, of this Agreement or of any federal or state law or regulation pertaining to or arising from Consultant's performance of services under this Agreement, the Company may, in its discretion, terminate this Agreement immediately, without notice and in such event, Consultant shall only be entitled to compensation up to the time of such violation.
6. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter; provided, however, that this Agreement shall be subject to the terms and conditions of the Confidentiality Agreement. This Agreement may be amended only by a written document signed by both Parties to this Agreement.
7. Limitation of Liability. **The Consultant's liability for work performed under this contract shall be limited to \$50,000.** Neither Company nor any third parties assume liability for damages to others which may arise solely on account of Consultant's negligent acts, errors or omissions. As part of the consideration Consultant requires for provision of the Services indicated herein, Company agrees that any claim for damages filed against Consultant by Company or any contractor or subcontractor hired directly or indirectly by Company will be filed solely against Consultant or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.
8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## CONSULTING AGREEMENT

10. Invoice(s). Consultant will submit an invoice to the Company upon completion of the work or on a monthly basis depending on project duration. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.
11. Standard of Care & Notification. Services performed by Consultant under this Consulting Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express or implied is made.

Consultant agrees to notify Company when unanticipated hazardous materials or suspected hazardous materials are encountered. Company agrees to make any disclosures required by law to the appropriate governing agencies.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

COMPANY:

**Dibble Engineering**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSULTANT:

**Smith & Annala Engineering Co. (SAECO)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_